This is to Certify that the Ordinance hereto attached is an exact copy of an ordinance passed by th Common Council of the Town of Haines, Alaska, on October Sixth 1924 for the purposes theirin expressed , also that the same was signed and Executed by Carl Bjornstead Mayor of the town of Haines,

A. L. McLean City Clerk.

Subscribed and sworn to before me this 14th day of Oct 1924

ORDINANCE No 32.-----

An Ordinance to authorize the Mayor of the Town of Haines, Alaska, to surrender the lease made by the Board of Home Missions of the Presbyterian Church in the United States,to the town of Haines, dated May 4th,I9I6,of a lot of land therein described,for School purposes for 6 years,and the land therein,to the maker.

Be it Ordained by the Common Council of the Town of Haines,Alaska:

Section I.That the Mayor of the Town of Haines,Alaska,be and he is hereby authorized and required,in consideration of the conveyance to the said Town of Haines,Alaska,by the Board of Home Missions of the Presbyterian Church in the United States of America, of that certain tract of land in said Town of Haines particularly described as follows,towit:Beginning at the north-east corner of block No.3,at the junctiom of Main Street and Third Avenue,in the said city(townO,of Haines,as shown on the plat of the Presbyterian Mission,Haines,Alaska,showing subdivisions as surveyed by H.P.M. Birkinbine,and dated December II,I9I5,(II-I2-'I5),and running thence in a westerly direction along the north line of said Block No,3,to the north-west corner of lot No,4,in said block,a distance of I55 feet; thence in a southerly direction along the west side line of said lot number 4 to its south-west corner; thence southerly alomg the line of said west side of said lotextended to a point 300 feet southerly from the said north west corner of said lot on Main Street;thence at right angles to the last line in an easterly direction parallel to the fromt line of said Block No,3,an distance of I55 feet; thence in a northerlydirection to the south east corner of lot No.One(I),in said Block 3; thence northerly along the east line of said lotNo.One (I),in said Block No.3,to the point of beginning; and being a tract of land One hundred and fifty five feet wide and three hundred feet long;--to surrender to the said Board of Home Missions aforesaid that certain lease and the land mentioned therein which said lease was made and delivered

to the Town of Haines aforesaid by the said Board of Missions aforesaid by its written contract of lease dated May 4th,I9I6, wherein said Board leased to the said Town ,for the term of Six(6) years that certain tract of land being in said town and particularly described as follows: Beginning at a point in a west--erly side line of the road between Fort Seward and Haines,which said point is marked by a stake made of iron pipe with a cap driven in the ground,approximately 627.I feet south of the south w -west corner of the Fort Seward Road and Main Street in the Town of Haines,running thence south No degrees 07' east I09.3 feet; thence south I4 deg.23' west a distance of 62.5 feet to another stake consisting of an iron stake with cap driven in the ground; thence along the said westerly side line of said road in a southerly direction a distance of approximately 35 feet to a point to be hereinafter indicated by a stake consisting of an iron pipe with a cap driven in the ground; thence west 80 feet to a like stake to be set as the said last mentioned stake; thence northerly 200 feet to a like stake to be set as aforesaid; thence east I00 feet to the place of beginning, and being the identical property mentioned and described in the said lease of said May 4th I9I6 as aforesaid; And the said Mayor of Haines is hereby authorized and required to make sign and deliver to the said Board of Missions the said deed of surrender of said lease of May 4th,I9I6,and of all right,title and interest the said Town of Haines may have therein or in the lands and improvements theteon,including all buildings thereon,to the said Board aforesaid, in consideration of the conveyance to the town of the tract of land first above mentioned and described in this ordinance,for school purposes in the town of Haines,Alaska.

deed read Hattie

Ordinance introduced this --6th----day of ~~September~~ October,I924.

Passed and approved this --6----day of ~~September~~ October,I924.

Earl S Fjorstad

Mayor Town of Haines,Alaska.

Propy Haines, Alaska

H5 88.A5.

QUIT-CLAIM DEED

FROM

The Town of Haines

TO

The Presbyterian Board of home missions.

Date October, 6th, 192 4

FILED FOR RECORD AT REQUEST OF

on the ..... day of ..... 192...

at ..... minutes past ..... M.

and recorded in volume .....

of ....., Page .....

Records of ~~County~~ State of Washington. Territory of Alaska

~~Auditor of said County.~~ Recorder, Haines Precinct, Territory of Alaska.

By ..... Deputy

Property deeded to Town in 1948

United States of America % District of Alaska, % SS:

I hereby certify that the within instrument was Filed for record, and recorded on this 9 day of Oct. 1924 at ..... minutes past 9 o'clock a. M., in Vol 11 record of Deeds at page 136, records of Alaska at Skaguay:

Jos. J. Fr. Ward, District Recorder for Skaguay District.

THIS INDENTURE, Made this Sixth day of October, in the year of our Lord, One Thousand Nine Hundred and Twenty four (1924) BETWEEN the Town of Haines, Alaska, by its Mayor thereunto authorized by Ordinance No 33 of said Town Haines the part y of the first part, and the Board of Home Missions of the Presbyterian Church of the United States of America, the part y of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of One (1) DOLLARS of the United States of America, to it in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do so by these presents remise, release and forever quit-claim unto the said part y of the second part, and to its heirs and assigns, the following described tract x, lot x or parcel of land, situated, lying and being in the ~~County~~ town of Haines, Alaska ~~State of Washington~~, particularly bounded and described as follows, to-wit:

Beginning at a point in a westerly side line of the road between Fort Seward and Haines, in the Territory of Alaska, which said point is marked by a stake made of iron pipe with a cap driven in the ground approximately 627.1 feet south of the ~~north-west~~ North-east corner of the Fort Seward road and Main Street in the town of Haines, running thence south no deg.07' east, 109.3 feet; thence south 14 deg.23' west, a distance of 62.5 feet to another stake consisting of an iron stake with cap driven in the ground; thence along the said westerly side line of said road in a southerly direction a distance of approxim-~~ately 35 feet to a point indicated by a stake consisting of an~~ iron pipe with a cap driven in the ground; thence west Eighty (80) ~~feet to a like stakeset as the last mentioned stake; thence north-~~erly two hundred (200) feet to a like stake; thence east OneHundred (100) feet to the place of beginning, at Haines, Alaska;

This deed is made and signed by the Mayor of Haines, Alaska, under the power conferred upon him by the Ordinance No, --33-- of the said town passed and approved on the 6th day October 1924.

Together with and all singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances unto said part y of the second part, and to its heirs and assigns forever. together with all buildings thereon; this deed is made in consideration of the conveyance to the town of Haines of a tract of land by the party of the second part as a school house site.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand x and seal x the day and year first above written.

Signed, Sealed and Delivered in presence of

J. H. Christ

E. E. Bromley

Town of Haines, Alaska by
Carl Bjornstad [Seal]
its Mayor [Seal]

Territory of Alaska

~~STATE OF WASHINGTON,~~

Town of Haines

COUNTY OF ..... } ss.

THIS IS TO CERTIFY, That on this 6th day of October A. D. 1924

before me, a Notary Public in and for the ~~State of Washington~~ Territory of Alaska, duly commissioned and sworn, personally came

Carl Pjornstad the duly elected qualified

and acting Mayor of the town of Haines, Alaska

to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned, and in pursuance to the provisions of Ord. No 33.

WITNESS my hand and official seal, the day and year in this certificate first above written.

W B Stewart

Notary Public in and for the ~~State of Washington~~ Territory of Alaska, residing at Haines, in said Territory. My commission as Notary Public expires on the 23d day of August 1925.

AGREEMENT

THIS AGREEMENT made this 1 day of NOV. 1940 by and between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of New York, with an office and principal place of business at 156 Fifth Avenue, City, County and State of New York, hereinafter known as the Landlord, and the HAINES COMMON COUNCIL of the City of Haines, Territory of Alaska, incorporated under the Territorial laws of the Territory of Alaska on January 24, 1910, hereinafter known as the Tenant

WITNESSETH, That the said Landlord has letten, and by these presents does grant, demise and to farm let, unto the said Tenant and the said Tenant does hereby take from the said Landlord the following described property:

~~Lots 2, 3, and~~ 4, Block 3, City of Haines, Territory of Alaska

for a period of five years commencing on the 1st day of November 1940 and ending on the 31st day of October 1945, to be used only as a public playground.

AND the said Tenant hereby covenants and agrees to pay to the said Landlord an annual rent of Two Dollars ($2.00) payable on the 1st day of November each and every year to the Treasurer of the Landlord at his office at 156 Fifth Avenue, New York, New York.

AND that at the expiration of the said term the said Tenant will quit and surrender the premises hereby demised in as good state and condition as they were in at the commencement of the term.

AND that the Landlord agrees that the Tenant shall have the free use of all fruit, vegetables and other products of the premises during the term of this lease, and the Tenant agrees that the Tenant will permit no waste or injury to the trees.

AND that the Tenant agrees to observe all laws in effect in the Territory of Alaska and in the City of Haines pertaining to the proper administration, management and control of playgrounds and to hold the Landlord harmless from injury occurring to any person or persons, adults or infants, as the result of an accident occurring to said person or persons on the afore described property, whether said accident be due to the neglect of the Tenant or not, ~~and in a part of the consideration of this lease to take out a policy of liability insurance payable to the Landlord, its agents or assigns, in the amount of $50/100,000, said policy to be for a period of five years and to be paid for at the expense of the Tenant~~.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By John W. Swaata.

HAINES COMMON COUNCIL

By Vera Midkiff-City Clerk

By John W. Swaata Mayor.

D.K.
6.4.42

AGREEMENT

between

BOARD OF NATIONAL MISSIONS OF THE
PRESBYTERIAN CHURCH IN THE
UNITED STATES OF AMERICA

and

HAINES COMMON COUNCIL

LEASE and OPTION

Small Boat Harbor-Haines, Alaska

THIS LEASE, made the first day of August, 1955, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a corporation existing under and by virtue of the laws of the State of New York with an office and principal place of business at 156 Fifth Avenue, City, County and State of New York, hereinafter called the Lessor, and the TOWN OF HAINES, a municipal corporation organized under the laws of the Territory of Alaska, hereinafter called the Lessee.

WITNESSETH:

The Lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid and performed, hereby demises and lets to the Lessee the following described premises:

ALL that piece of property situate and being in the Town of Haines, Territory of Alaska, described as follows:

Beginning at Corner No.1, identical with Corner No. 1 of U.S.S. No. 735, thence North 80 degrees 58 Minutes West 26.00 feet along the line 1-4 of U.S.S. No. 735 to Corner No. 2 a point on the easterly line of the existing Beach Roadway thru U.S.S. No. 735; Thence South 4 degrees 30 minutes East 600.00 feet along the Easterly line of the existing Beach Roadway to Corner No. 3; thence South 80 degrees 58 minutes East 42.04 feet to Corner No. 4 on the Meander Line No. 1 of U.S.S. No. 735; thence North 5 degrees59 minutes West 603.95 feet along Meander Line No. 1. of U.S.S. No. 735 to Corner No.1, the place of beginning; containing in all 0.456 acres more or less; being a portion of U.S. Survey, 735, accepted on the sixteenth day of April, 1908, as shown on the official plat and in the official field notes thereof, which are on file in the Public Survey Office, B.L.M., Alaska.

SUBJECT to all zoning regulations affecting the premises now or hereafter in force; to any state of facts which an accurate survey may show; to restrictive covenants, easements and agreements of every kind and nature appearing in instruments of record. The above described premises are to be used as a small boat harbor by the Town of Haines, or for access thereto.

TO HAVE AND TO HOLD the said premises with any appurtenances thereunto belonging unto the Lessee for and during the full term of twenty-five (25) years commencing at twelve o'clock noon on the first day of August, 1955, and ending on the 31st day of July, 1980, at twelve o'clock noon on that day, unless sooner terminated as hereinafter provided;

S/DR

YIELDING AND PAYING therefor to the Lessor a net annual rental of Twenty-five Dollars ($25.00) for each of the years of said term, commencing on the first day of August, 1955, and ending on the 31st day of July, 1980, said payments to be made annually on the first day of August of each and every year during the period of this lease.

PROVIDED, NEVERTHELESS, that if the rent above reserved shall not be paid on any day whereon such payment is due and such default shall continue for a period of thirty (30) days thereafter; or if the Lessee shall at any time during the demised term fail in the performance of, or permit the violation of, any of the covenants, conditions, terms or provisions in this lease contained, which on the part of the Lessee are or ought to be observed, performed and fulfilled, when such default shall not be made good within thirty (30) days, or if during the demised term the Lessee shall be adjudicated bankrupt or take the benefit of any insolvency act, THEN, in any of the events enumerated above the Lessor may, at its option, on thirty days notice in writing, terminate this Lease, and this lease and the term thereof shall automatically cease and determine at the expiration of the said thirty day period, and it shall be lawful for the Lessor at its option to enter the demised premises, or any part thereof, and to have, hold, repossess and enjoy the said premises and to remove all persons therefrom by summary proceedings, or by any action or proceeding, or by force or otherwise, any notice required by any city ordinance or by the laws of the Territory of Alaska, or any other statute now or hereafter in force, being hereby waived.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

FIRST; The Lessee shall during the term hereby granted pay to the Lessor the annual rent herein reserved and all such other sums as may become payable on account of the Lessee's default in the observance of any of the covenants herein contained on the Lessee's part to be performed.

SECOND: The Lessee shall during the term aforesaid pay and discharge all duties, taxes, assessments, and shall be responsible for the repair and maintenance of all buildings and docks, ramps and runways which may be erected on the demised premises, at its own cost and expense.

In the default of the payment of any such duties, taxes, assessments or other charges by the Lessee, the Lessor may terminate this lease by giving thirty (30) days written notice to the lessee of its intention so to do.

The Lessee shall render an annual report to the Lessor, submitting receipted bills, which the said Lessee has paid in connection with the demised premises and shall render to the Lessor a statement at the end of each and every year on or before the 31st day of December that there are no liens or encumbrances against the premises herein demised.

THIRD: All buildings and improvements which may be erected or placed on or in the demised premises at any time during the term of this lease shall not be so erected or placed until their design has been approved by the Lessor in writing and their use approved by the advisory board of the City of Haines. It shall be the responsibility of the Lessee that all of said buildings and docks, ramps and runways which shall be so erected or placed on the demised premises be kept in good and substantial order and repair, outside and inside, at its sole cost and expense; and the Lessee shall comply with all the orders, regulations, rules and requirements of every kind and nature relating to the premises, now or hereafter in effect, of the federal, territorial, municipal or other governmental authorities, whether they be usual or unusual, ordinary or extraordinary, and whether they or any of them relate to structural changes or requirements of whatever nature, or to changes or requirements incident to, or as the result of any, use of occupation thereof or otherwise, and the Lessee shall be responsible for payment of all costs and expenses incidental to such compliance, and will indemnify and save harmless the Lessor from all expense, and/ or damages by reason of any notices, orders, violations or penalties filed against or imposed upon the premises, or against the Lessor as owner thereof, because of the failure of the Lessee to comply with this covenant.

FOURTH : The Lessee from and after the date of the commencement of the term of this lease will hold the Lessor harmless against any and all claims, suits, damages or causes of action for damages arising after the commencement of the term of this lease, and against any order or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury

to person and/ or property or loss of life sustained in or about the demised premises and the buildings and improvements thereon, during the term hereby demised, or upon the sidewalks, walks, paths, roads, steps, railings and approaches appurtenant thereto by any person or persons, or boats, or vessels, or automobiles, or bicycles, or motorcycles, or carts, or seaplanes, or aeroplanes whatever.

FIFTH: The Lessee will afford free dockage for vessels not to exceed two (2) in number belonging to the Lessor for any period of time should docking facilities be there constructed at Lessee's instance.

SIXTH: If any person or corporation - municipal, private or otherwise - shall at any time during the term hereby demised, lawfully condemn and acquire title to the demised premises or to any portion thereof, or to any building or buildings or their appurtenances hereafter erected thereon, pursuant to any law, general, special or otherwise, the Lessor shall be entitled to, and shall receive the award or payment made for the demised premises exclusive of buildings or their appurtenances.

SEVENTH: The Lessee shall during the demised term maintain liability insurance, insuring the Lessor and the Lessee. The liability policy shall be one which will afford protection to the limit of $100,000, in the event of injury or death to a single person or to the limit of $300,000, in the event of any one accident. The original policies shall at all times be kept by the Lessor during the duration of the term of this lease. All such insurance is to be taken out at the sole expense of the Lessee. Upon failure at any time upon the part of the Lessee to pay the premiums for the insurance required by this clause, the Lessor shall be at liberty from time to time, as often as such failure should occur, to pay the premiums therefor, and any and all sums so paid for insurance by the Lessor shall be and become and are hereby declared to become rent under this lease and shall be immediately due and payable as such on the next rent day or any succeeding rent day. PROVIDED, however, Lessee shall not be required to observe the provisions of this paragraph until construction of boat harbor facilities at or adjacent to the demised premises shall start.

EIGHTH: In the event that the demised premises or any buildings or improvements at any time thereon shall be damaged by fire, tornado, cyclone, earthquake, windstorm or explosion, or in or as the result of any riot, disorder or any other civil or military commotion, the rent herein reserved shall be paid as herein provided without any claim for any reduction or diminution whatever.

NINTH: In the event that the Lessor shall pay any sum of money, or do any act which shall require the expenditure of any sums by reason of the failure of the Lessee to perform any of the covenants or conditions herein contained, the Lessee covenants to repay immediately the payment of such sums to the Lessor upon demand, and in default thereof the sums so paid by the Lessor, together with interest thereon, may be added as additional rent to the fixed rent becoming due upon the next rent day, or any subsequent rent day and shall be payable as such.

TENTH: The Lessee will surrender and deliver up the demised lands and any buildings remaining thereon and all other fixtures and appurtenances at the expiration of the term of this lease or upon sooner termination of the term (except if terminated by Lessee's exercise of the hereinafter granted option to purchase the demised premises) in good repair and condition, reasonable wear and tear thereof excepted, and such buildings, improvements and fixtures shall in that event become the absolute property of the Lessor.

ELEVENTH: If any mechanics or other liens or order for the payment of money shall be filed against the demised premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to, or for the Lessee at the demised premises or for or by reason of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto, the Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise at the election and expense of the Lessee.

TWELFTH: If, at any time during the demised term, the demised premises or any part thereof shall be abondoned by the Lessee, the Lessor may, at its option, enter into or upon the demised premises by force or otherwise, without

being liable for any prosecution therefor, and without becoming liable to the Lessee for damages, and take possession of the demised premises and this lease shall thereupon be null and void except that the Lessor may preserve any right of action which it may have against the Lessee by reason of the abandonment of the premises by the Lessee.

THIRTEENTH: The Lessor shall have at all times the right to enter the demised premises at reasonable hours for the purpose of inspecting them.

FOURTEENTH: The lessee covenants not to use or suffer the use of the premises or any buildings on the demised premises for any illegal or unlawful purpose, nor shall the Lessee permit the sale of liquor or spirits of any kind or nature on the demised premises or from any vessel anchored therein.

FIFTEENTH: In further consideration of the covenants and agreements herein contained, Lessor does hereby grant Lessee the exclusive right, option and privilege to purchase the leased premises or any portion or portions thereof five years from the date of execution hereof, and if not then exercised by Lessee said exclusive option to purchase will remain available to Lessee and may by Lessee ~~by~~ be exercised, on notice to Lessor as hereinafter provided, on any fifth anniversary of the execution hereof during the term of this lease or of any renewal thereof, namely, on the anniversary date of this instrument in the years 1960, 1965, 1970, 1975, etc. A purchase price shall be fixed and determined by a three-member board of qualified appraisers, one of whom shall be selected by Lessor, one by Lessee and the third by the two members so first chosen, said purchase price to be paid to Lessor by Lessee under terms of payment then to be arranged between the parties. The purchase price so to be determined shall be based on the fair market value of the property, exclusive of improvements placed thereon by or with the consent of the City of Haines, Alaska, as of the date that the option to purchase is exercised, namely, on the anniversary date of this instrument in the years 1960, 1965, etc.

Lessee shall notify Lessor not less than ninety (90) days prior to any of said dates of Lessee's desire to exercise said option and each party shall thereupon promptly notify the other of the name of its selection as appraiser, and shall thereafter act jointly and expeditiously to initiate appraisement.

In the event agreement as to value of the herein described premises cannot be reached by any two of said three appraisers, the appraisers' reports shall then be submitted to the United States District Judge for the First Judicial Division of Alaska for decision, and his decision as to value shall be final. Should said District Judge decline to act, the parties hereto shall dismiss the three-member board of appraisers and each shall appoint a new appraiser, which two appraisers shall select a third appraiser and said three appraisers shall proceed as herein above stated to set an appraised value as consideration for the purchase of said property.

Both parties agree to be bound by the decision of any two of said first group of appraisers as to a proper consideration for the purchase of said premises, or by the decision of the United States District Judge, as mentioned aforesaid, should the matter be referred to him, or by any two of the second board of appraisers if appointment of same becomes necessary.

Lessor covenants in the event of exercise of said option to convey the said premises in fee by deed, containing covenant against grantor's acts, free and clear of all encumbrances which may have been created by the grantor but excepting therefrom such encumbrances as the grantee may have created or suffered. Upon delivery of such deed this lease shall become void and of no further force or effect, except that the provisions for the formation of the advisory board and planning commission looking towards the disposal of such of the Lessor's property not retained by it for the use of its mission known as Haines House, will survive the delivery of the deed for a period of eight years, it also being thoroughly understood that the Lessee will not attempt to tax any of the mission property not legally taxable under the laws of the Territory of Alaska.

S/B.B

S/B.B

It shall be proper for said boards of appraisers to consider, and the members thereof shall consider and be guided by an appraisal of said described premises to be made in the year 1955, by an appraiser or appraisers to be named by the First National Bank of Juneau, Alaska; with the understanding

that said 1955 appraisal shall be one but not the sole basis of said three-member boards' making an equitable valuation of the premises in 1960, or thereafter. It is, however, the intent of this provision that a valuation so made in 1960, or subsequently, shall not penalize Lessee for improvements of said described site or for an increase in its value by reason of improvements resulting from Lessee's efforts, occupancy or possession, or work performed by or at the instance of Lessee or the Alaska Public Works agency; and such 1955 appraisal shall in turn be submitted to and for the guidance of all persons hereinabove provided for to perform any part of the appraisal process at any stage of said process as hereinabove described.

SIXTEENTH: In further consideration of the rents, covenants and agreements herein contained, the City of Haines will remove from the municipal tax rolls those of Lessor's properties which are now on said tax rolls, including the farmer's cottage, until the hereinabove granted option be exercised by Lessee, except that said properties or portions thereof shall upon their sale, or upon their lease for commercial, industrial or residential purposes, be placed upon said tax rolls at such times as sale or lease is consummated or possession is transferred under contract of sale or execution of lease. This provision shall also apply to additional properties within the municipal limits of the City of Haines owned by the Lessor which may be placed upon the market for sale or commercial lease as may be from time to time determined by the advisory board and planning commission.

SEVENTEENTH: In further consideration of the mutual covenants and agreements herein contained, the City of Haines agrees to act under provisions of Section 16-1-35 (23) ACLA 1949 toward the creation of a Planning Commission and to encourage said planning commission to work with an advisory board to be named jointly by the parties hereto, and on which advisory board each party shall have equal representation, toward the end that said advisory board and planning commission act together in the zoning and planning for proper long

term utilization of all properties in the area, including those belonging to Lessor.

EIGHTEENTH: It is the belief of the parties hereto that a leasehold interest in the City of Haines to the within described premises will satisfy land acquisition requirements of the Alaska Public Works agency of the United States Department of the Interior for acceptance by said agency of an application for, and construction of, a breakwater on the tidelands and submerged areas lying immediately seaward of the described premises, pursuant to an Act of Congress dated August 24, 1949, (48 USCA 48 6 et. seq.) as amended; and execution and acceptance of this instrument, by Lessee, is expressly conditioned thereon.

NINETEENTH: In consideration of the premises Lessor hereby grants unto Lessee the exclusive right and option to renew or to extend this lease for a further term of twenty-five (25) years commencing at the expiration of the original twenty-five (25) year term, for the same rental price, and under the same terms and conditions as provided for herein; provided, however, that notice of the exercise of such option shall be given by Lessee to Lessor at least sixty (60) days before the expiration of the term of this lease, which notice must be in writing; and it is expressly agreed by and between the parties hereto that time is of the essence in the giving of said notice. If Lessee should elect to renew or extend the term for an additional term of twenty-five (25) years then in like manner it shall have the further option again to renew or extend this lease for a second additional term of twenty-five (25) years, commencing at the expiration of the first extended term on August 1, 2005, and for the same rental price and under the same terms and conditions as provided for herein, provided that notice of the exercise of such option shall be given by Lessee to Lessor at least sixty (60) days prior to the expiration of the first extension of the term, which notice must be in writing; and with respect to said notice, it is also agreed that time is of the essence in the giving of the same.

TWENTIETH: This lease shall not be assigned without the written consent of the Lessor; except that it is expressly agreed that Lessee may underlet,

and enter into leases with others covering any portion of the demised premises. The Lessee will consult with the advisory board of the City of Haines with regard to all sub-leases.

TWENTY-FIRST: Any notice, which under the terms of this lease or by any statute or ordinance now or hereafter enforced is provided to be given, may be given personally or by registered mail by enclosing such notice in a postpaid envelope directed as follows: To the Lessee at Haines, Alaska; to the Lessor at 156 Fifth Avenue, New York 10, N.Y.

TWENTY-SECOND: It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this lease contained, shall extend to and be binding upon the successors and assigns of the respective parties hereto and that the same shall be construed as covenants running with the land; and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply also to their successors and assigns, the same as if in each and every case so expressed.

s/ BB

TWENTY-THIRD: In the event a small boat harbor is not constructed on or adjacent to the site herein demised during the period of this lease, the lease shall thereupon become null and void except for such provisions as are expressly stated to survive the period of the lease and the purchase of the property. In the event the City of Haines shall have exercised its option to purchase the property but a boat harbor is not constructed within a reasonable time after the exercise of the option of purchase, the Board of National Missions shall have the first right to re-purchase the site from the City of Haines at a price and/or terms to be agreed upon at such time, the method of determining the price, in the event a mutual agreement cannot be reached, to be the use of appraisers in the manner described in paragraph FIFTEEN.

s/ B.B

TWENTY-FOURTH: It is expressly agreed that, in the event that there is not constructed a breakwater rock fill in accordance with Alaska Public Works approved plans and specifications within a period of five years from the date of this lease, and further in the event that docking facilities are not made available for small boats within that breakwater within said period of five years from the date of this lease, (it being understood, however, that complete docking facilities may continue to be constructed over a

longer period of time), this lease shall be regarded as terminated, null and void, and all rights of the City of Haines in and to this lease and to the options herein contained shall be forthwith cancelled.

IN WITNESS WHEREOF the parties hereto have caused this lease to be signed by their proper officers and their corporate seals to be hereunto affixed according to the day and year first above written.

Witnesses

/S/ Olav Lilligraven

/s/ Hoyt Day
As to Lessee

TOWN OF HAINES

By /S/ Thomas A. Ward
Acting Mayor

ATTEST /S/ Phyllis Lindquist
Town Clerk

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By /S/ D. Allan Locke, Treasurer

/S/ Leonore B. Doremus

/S/ Martha Tiedemann
As to Lessor

UNITED STATES OF AMERICA)
: ss.
TERRITORY OF ALASKA)

On this 6th day of September 1955, before me, the undersigned officer, personally appeared Thomas A.Ward a nd Phyllis Lindquist to me known and known to me to be the duly appointed, qualified, and acting Mayor and City Clerk, respectively, of the Town of Haines, Alaska, a municipal corporation organized and existing under and by virtue of the laws of the United States and the Territory of Alaska, and acknowledged to me that the seal affixed to the within instrument is the corporate seal of said municipal corporation and that the said instrument was signed and executed on behalf of said municipal corporation by authority of its Common Council, and the said Thomas A. Ward-Acting Mayor and Phyllis Lindquist-Clerk, acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

In Witness whereof I have hereunto set my hand and affixed my official seal on the day, month and year in this certificate first above written.

S/ Burke Riley

Notary Public in and for Alaska
My commission Expires: 4/9/57

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

On this 10th day of August, in the year 1955, before me personally appeared D. Allan Locke, known to me to be the Treasurer of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

/S/ Emma B. Conklin

Notary Public State of New York
No. 41-5781000
Qualified in Queens County
Cert. filed in New York County
Term Expires March 30, 1956